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PASSENGER CRUISE WHARFAGE AND DOCKAGE AGREEMENT
AMONG
BROWARD COUNTY,
WORLDWIDE SHORE SERVICES, INC.
AND
CARNIVAL CORPORATION



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PASSENGER CRUISE WHARFAGE AND DOCKAGE AGREEMENT

This Agreement by and among:

BROWARD COUNTY

a political subdivision of the State of Florida,
hereinafter referred to as
"COUNTY", through its Board of County Commissioners,

WORLDWIDE SHORE SERVICES, INC.

a Washington corporation authorized to conduct business in the State of Florida

and

CARNIVAL CORPORATION

a Panama corporation authorized to conduct business in the State of Florida

WITNESSETH:

WHEREAS, COUNTY owns and operates Port Everglades, a deep water port located in Broward County, Florida; and

WHEREAS, Worldwide Shore Services, Inc. (hereinafter called "WSS"), a Washington corporation and a franchised steamship agent for CARNIVAL LINES (as defined below), is authorized and qualified to conduct business in the State of Florida; and

WHEREAS, CARNIVAL CORPORATION, a Panama corporation, is authorized and qualified to conduct business in the State of Florida (hereinafter called "GUARANTOR"); and

WHEREAS, WSS, is entering into this Agreement as the authorized representative for Holland America Line, Costa Crociere S.p.A., Cunard Line, Seabourn Cruise Line, Carnival Cruise Lines and any other multi-day passenger cruise line that is now or hereafter acquired by Carnival Corporation (individually, a "CARNIVAL LINE" and cumulatively, the "CARNIVAL LINES"); and

WHEREAS, CARNIVAL LINES annually docks vessels totaling over eleven million gross registered tons at Port Everglades, creating a significant, positive impact on Broward County; and

WHEREAS, CARNIVAL LINES provides approximately 530,000 passenger moves annually through Port Everglades via vessels marketed by CARNIVAL LINES, creating a significant, positive economic impact on Broward County; and

WHEREAS, COUNTY is entering into this Agreement because of the volume of passengers and vessels that CARNIVAL LINES brings to Port Everglades, CARNIVAL LINES' projected increases in such volume, the resultant positive economic impact on the COUNTY and the long-term continuation of said service and benefits; and,

WHEREAS, the Parties hereto have agreed to certain terms and conditions by which CARNIVAL LINES will conduct multi-day cruise services from Port Everglades;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments herein set forth, the Parties hereby agree as follows:

1. **DEFINITIONS**

"Agreement" means this Passenger Cruise Wharfage and Dockage Agreement among the Parties.

"Annual Guaranteed Payment" means a payment relating to minimum passenger wharfage guarantees and minimum dockage guarantees as set forth in Section 7 and in Exhibits A and B hereto.

"Fiscal Year" means a COUNTY fiscal year, which begins October 1 and ends September 30 of each year.

"GUARANTOR" means Carnival Corporation, a Panama corporation, authorized and qualified to conduct business in the State of Florida, with its principal office located at 3655 N.W. 87th Avenue, Miami, Florida 33178-2428.

"Parties" means COUNTY, GUARANTOR and WSS.

"Port" means Port Everglades, Florida.

"Port Department" means the Port Director of the Port or designee.

"Preferential Berthing Rights" means a first priority right and preference to CARNIVAL LINES' vessels over any other vessel requesting berthing rights as set forth in Section 4, but does not mean an exclusive berthing right.

"Tariff" means Port Everglades Tariff Number 11 Rules and Regulations which includes tariffs for dockage, wharfage and other fees, as it may be revised or amended from time to time.

"WSS Letter of Credit" means the irrevocable letter of credit in the form attached hereto as Exhibit C, executed and delivered by U.S. Bank N. A., in favor of Broward County Board of County Commissioners relating to payments, interest and late charges referred to in Section 11.

2. SERVICES TO BE PROVIDED BY CARNIVAL LINES

WSS, as the authorized representative for the CARNIVAL LINES, agrees to cause the CARNIVAL LINES to conduct multi-day cruise services (as defined in the "Tariff") pursuant to the terms and conditions provided herein from the Port with vessels operated for and marketed by CARNIVAL LINES. Such cruise services will be conducted by the CARNIVAL LINES in substantial conformance with standards and characteristics utilized in its current operations.

3. EFFECTIVE DATE; TERM

This Agreement shall be effective as of October 1, 1999 ("Commencement Date") and shall be for a term of ten (10) years commencing upon the Commencement Date ("Term").

4. FACILITIES; PREFERENTIAL BERTHING RIGHTS

A. Passenger berthing facilities will continue to be assigned by COUNTY, pursuant to requirements in subsection B, (below), to reflect current service levels which require three designated passenger berths on Sundays and two designated passenger berths on Saturdays where one such passenger berth on each day shall be Berth 26. The other passenger berths as assigned by the Port shall be from among 19, 21, 24, 25 or other passenger berths which are in substantial conformance with the standards and characteristics of the aforementioned passenger berths. For days other than Saturday and Sunday, a minimum of one passenger berth shall be assigned which is Berth 26 as per the requirement of subsection B below. On any day (weekday or weekend) where additional passenger berths are requested by WSS, Port Everglades shall assign passenger berths from among 19, 21, 24, 25 or other passenger berths which are in substantial conformance with the standards and characteristics of the aforementioned passenger berths. The Port Department agrees to continue its long-standing policy of making a reasonable and good faith effort to provide passenger berthing, port services and related port and terminal facilities for service levels which exceed said berth requirements described above. Port Department agrees to make a reasonable and good faith effort to provide additional passenger berthing, port services and related port and terminal facilities (excluding new construction) reasonably required by WSS for the CARNIVAL LINES in the future for additional and expanded services

B. COUNTY hereby grants to WSS, for the use by the CARNIVAL LINES, Preferential Berthing Rights and the exclusive right to use Berth 26 during the time periods when a CARNIVAL LINES vessel is docked at Berth 26 as set forth in the Berth Schedule (as defined below) through the Term of this Agreement. Attached hereto as Exhibit C is a schedule (the "Berth Schedule") of CARNIVAL LINES' vessels that WSS intends to berth at Berth 26 during the next twelve-month period and the dates and times in which WSS intends to utilize said berth. WSS shall notify the Port Department, in writing, of any changes to the Berth Schedule not less than ninety days prior to the earliest date affected by the change in the Berth Schedule. In addition, WSS shall update the Berth Schedule at least quarterly. Each update shall be for a twelve month period.

C. Port Department shall afford CARNIVAL LINES' vessels Preferential Berthing Rights at Berth 26, upon reasonable notice and request by WSS, at times not set forth in the Berth Schedule during the Term of this Agreement, provided Port Department has not previously committed Berth 26 to another vessel.

D. Port Department shall have the right to allow other vessels to use Berth 26 at any time when the berth is not being used by a CARNIVAL LINES' vessel pursuant to the Berth Schedule or pursuant to subsection 4.C.

E. In addition to the passenger berthing facilities to be provided by COUNTY in the manner specified above in this Section 4, COUNTY shall provide WSS, throughout the Term of this Agreement, port services and related port and terminal facilities reasonably required by CARNIVAL LINES to conduct their multi-day cruise services. COUNTY shall provide such passenger berthing and port services in substantial conformance with the standards and characteristics utilized in the operations at the Port as of the date of this Agreement including, without limitation, utility services in substantial conformance with those currently provided. Furthermore, the passenger

berths and the related port and terminal facilities shall be maintained by the COUNTY in substantial conformance with the maintenance standards adhered to in the operations at the Port as of the date of this Agreement. COUNTY shall observe and obey, and require their employees, guests, invitees and those doing business with them, to observe and obey, all applicable laws, regulations, rules and other legal requirements including, without limitation, the Americans with Disabilities Act.

5. **PASSENGER WHARFAGE RATES**

A. During Fiscal Years 2000 and 2001, WSS shall pay or cause to be paid to COUNTY, passenger wharfage charges for CARNIVAL LINES' passengers at seventy-six percent (76%) of the published Tariff rate as may be adjusted by COUNTY pursuant to subsection 5.C. herein below; and

B. During Fiscal Years 2002 through and including 2009, WSS shall pay or cause to be paid to COUNTY, passenger wharfage charges for CARNIVAL LINES' passengers at eighty percent (80%) of the published Tariff rate as may be adjusted by COUNTY pursuant to subsection 5.C. herein below; and

C. During any Fiscal Year over the Term of this Agreement, COUNTY shall not increase its published Tariff rate for passenger wharfage as applied to the CARNIVAL LINES greater than an amount which is the lesser of (i) 3.5%, or (ii) the percentage of any increase in the passenger wharfage rate for multiday cruise ships over the prior Fiscal Year.

6. **DOCKAGE RATES**

A. During Fiscal Years 2000 and 2001, WSS shall pay or cause to be paid to COUNTY, dockage charges for CARNIVAL LINES' vessels, at seventy-six percent (76%) of the published Tariff rate as may be adjusted by COUNTY pursuant to subsection 6.C. herein below; and

B. During Fiscal Years 2002 through and including 2009, WSS shall pay or cause to be paid to COUNTY, dockage charges for CARNIVAL LINES' vessels, at eighty percent (80%) of the published Tariff rate as may be adjusted by COUNTY pursuant to subsection 6.C. below; and

C. During any Fiscal Year over the Term of this Agreement, COUNTY shall not increase its published Tariff rate for vessel dockage as applied to the CARNIVAL LINES greater than an amount which is the lesser of (i) 3.5%, or (ii) the percentage of any increase in the vessel dockage rate for multi-day cruise ships over the prior Fiscal Year.

7. **MINIMUM GUARANTEES**

A. WSS shall pay or cause to be paid to COUNTY at a minimum, the Annual Guaranteed Payment for passenger wharfage (per Fiscal Year) as provided in Exhibit A attached hereto.

B. WSS shall pay or cause to be paid to COUNTY at a minimum, the Annual Guaranteed Payment for dockage (per Fiscal Year) as provided in Exhibit B attached hereto based upon billable guaranteed minimum gross registered tons.

C. WSS shall pay or cause to be paid to COUNTY within sixty (60) days from the conclusion of a Fiscal Year, any shortfall (difference between minimum guarantee and actual billings) payment for passenger wharfage and dockage. Any shortfall shall be paid at one hundred percent (100%) of the prevailing Tariff rates as applied to CARNIVAL LINES pursuant to subsections 5.C. and 6.C. herein.

8. **COMPLIANCE WITH GOVERNMENTAL LAWS; TARIFFS; RULES; REGULATIONS AND POLICIES**

Except as otherwise expressly provided for herein, in making use of facilities and services provided by COUNTY, WSS and CARNIVAL LINES shall be bound by and adhere to the rules and regulations, and pay the applicable rates

contained in the Tariff, any amendments thereto or reissues thereof, provided that such rules, regulations, and rates are imposed and shall be applied uniformly to all similarly situated Port users. WSS shall cause the CARNIVAL LINES, at their expense, to comply with all applicable laws, ordinances, rules, regulations, and directions of the federal, state, county and municipal governmental units or agencies having jurisdiction over the business being conducted by WSS and/or CARNIVAL LINES hereunder. WSS shall be obligated, and shall cause the CARNIVAL LINES: (i) to observe and obey, and to require their employees, guests, invitees and those doing business with them, to observe and obey such reasonable rules and regulations of Broward County (including amendments and supplements thereto) governing the conduct and operations of WSS and/or CARNIVAL LINES as may from time to time be promulgated; (ii) to pay all license and permit fees and charges for the conduct of its business before such amounts become delinquent; and (iii) subject to COUNTY's obligations under subsection 4.E. herein, to maintain COUNTY property in a clean, orderly and safe condition so as to avoid injury to persons and property.

9. CHOICE OF LAW; VENUE SITUS; CONSENT TO JURISDICTION;
WAIVER OF JURY TRIAL

WSS acknowledges that it has and will continue to develop a substantial and continuing relationship with COUNTY at Port Everglades, where COUNTY's day-to-day decision making authority, with respect to the operation of the Port, is located. Therefore, it is mutually understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, where not preempted by applicable federal laws, rules and regulations and any controversies, legal problems or litigation arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth

Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. WSS irrevocably submits to the jurisdiction of said court. This provision shall not apply to matters in regard to which jurisdiction is conferred upon by law upon the Federal Maritime Commission. In such case, either party may choose to bring any such matter upon the Federal Maritime Commission. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

10. **NOTICES**

Any notices required by this Agreement or by law shall be given in writing and shall be sent by registered or certified mail by depositing the same in the United States Mail in the continental United States, postage prepaid, or by hand delivery or by overnight courier. Any such notice mailed as provided hereunder shall be deemed effective and served as of the date of the mailing. Any notice given by hand delivery or overnight courier shall be deemed to have been given upon receipt. Either party shall have the right, by giving written notice to the other, to change the address as which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

COUNTY
Port Director
Port Everglades Department
1850 Eller Drive
Fort Lauderdale, FL 33316

WSS
Worldwide Shore Services,
Inc.
Attn: Vice President,
Transportation
300 Elliott Ave W.
Seattle, WA 98119

GUARANTOR
Carnival Corporation
3655 N.W. 87th Avenue
Miami, FL 33178-2428
Attn: General Counsel

With a copy to:

Worldwide Shore Services,
Inc.
Attn: Manager
Berth 26, Port Everglades
P.O. Box 13135
Fort Lauderdale, FL 33316

11. **METHOD OF PAYMENT: INTEREST, LATE CHARGES AND TARIFF
REMEDIES**

WSS shall pay or cause CARNIVAL LINES to pay, any and all COUNTY invoices and such payments governed by this Agreement and by the Tariff, and as provided below, regarding delinquent payment(s). Payments shall be due from WSS within sixty (60) days from date of invoice. Payments not received by COUNTY within sixty (60) days from date of invoice shall be rebilled at one hundred percent (100%) of the published Tariff rate in effect at the time of the delinquent original invoice date. In such case, COUNTY shall prepare a revised invoice reflecting the full Tariff rate and payment thereon shall be due within sixty (60) days from date of said rebilled invoice. In the event WSS's account should become delinquent, WSS shall be subject to the COUNTY's collection and enforcement remedies as provided in the Tariff as it may be revised or amended from time to time. No acceptance by COUNTY of payments in whole or in part for any period or periods after a default by WSS or CARNIVAL LINES of any of the terms, covenants, and conditions hereof shall be deemed a waiver of any

right on the part of COUNTY to terminate this Agreement. All payments required to be made hereunder shall be made payable to BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, and shall be paid to: Port Everglades, Attn: Finance Division, 1850 Eller Drive, Fort Lauderdale, FL 33316, or to such other office or address as may be substituted therefor.

12. **UNCONTROLLABLE FORCES**

The Parties shall not be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and Governmental Actions. For these purposes, "Governmental Actions" is defined to mean a change in applicable federal, state or local tax or employment/labor law, or a change in the Tariff, that: (i) would result in a financial impact in an amount greater than \$15,000,000 on a CARNIVAL LINE if it were to continue using the Port as a home port; and (ii) causes a majority of the foreign-flagged cruise industry to redeploy ships to home ports outside the Port as a result of any local tax or change in the Tariff, or outside the State of Florida as a result of any federal or state tax or change in employment/labor law.

No party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance, give written notice

to the other party describing the circumstances and uncontrollable forces preventing continued performance of its obligations under this Agreement.

13. **VEHICULAR PARKING RATES AND USE**

Parking rates for all cruise ship passengers shall be in accordance with the Tariff, amendments thereto and reissues thereof. All available parking spaces shall be subject to reasonable rules and regulations imposed by COUNTY. WSS and the passengers of the CARNIVAL LINES' vessels shall continue to have access to parking facilities consistent with the practices employed in the current operations at the Port.

14. **ASSIGNMENT**

A. WSS and GUARANTOR shall not transfer, assign, pledge, or otherwise encumber this Agreement or any rights or obligations hereunder, or allow same to be assigned by operation of law or otherwise without the prior written consent of COUNTY, which consent shall not be unreasonably withheld. COUNTY may condition such approval upon additional terms and conditions as COUNTY in its sole discretion may impose. An "assignment" shall include any transfer of this Agreement by merger, consolidation or liquidation, or by operation of law, or any change in ownership of or power to vote a majority of the outstanding voting stock of any of them from those controlling the power to vote such stock as of the Commencement Date of this Agreement. Notwithstanding the foregoing, an "assignment" for the purposes of this section, shall not be deemed to occur upon i) a transfer of stock or interests in GUARANTOR among their current owners and/or their immediate families; ii) a transfer of stock or interests in GUARANTOR, CARNIVAL LINES or WSS resulting from the death of a stockholder, partner or joint venturer; iii) any transfers of stock in GUARANTOR, CARNIVAL LINES or WSS when publicly traded on a national stock exchange or (iv) a transfer of stock or interests in WSS or any CARNIVAL LINE so long

as GUARANTOR continues to own, directly or indirectly, at least 50% of the outstanding voting stock in WSS or the CARNIVAL LINE, as the case may be.

B. VOIDING OF ASSIGNMENT

In the event WSS or GUARANTOR shall take any action specified under this Section without the prior written consent of COUNTY, then any such assignment or other action shall be null and void, and of no force or effect, and in addition to all other available remedies, COUNTY shall be entitled to immediately terminate this Agreement.

15. PROMOTION

In consideration of the reduced passenger wharfage and dockage rates provided for herein, WSS and CARNIVAL LINES shall use their best efforts to effectively promote and market the CARNIVAL LINES' cruise services at the Port.

16. SEVERABILITY

The provisions of this Agreement are severable, and should one or more clauses, sections or provisions be deemed unlawful, invalid, or unenforceable by a court of competent jurisdiction then, notwithstanding said determination, all other remaining provisions of this Agreement will remain in full force and effect and not be affected thereby.

17. INDEMNIFICATION OF COUNTY

WSS shall at all times hereafter, and except for any negligent act of COUNTY or its employees, indemnify, hold harmless and at County Attorney's option, defend or pay for an attorney selected by County Attorney and consented to by WSS as provided for herein, to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of WSS or a CARNIVAL LINE, employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement arising from an intentional or

negligent act or omission of WSS or a CARNIVAL LINE including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

WSS shall have the right to consent to the selection of indemnification counsel, which consent shall not be unreasonably withheld, from a list of existing special counsel approved by the County Attorney's office or the services of the County Attorney. WSS shall be required to respond to any request for selection of indemnification counsel within three (3) business days from the date of notification of suit. Failure to timely respond by WSS shall constitute a waiver of its right to a consent. Other indemnification counsel not on the existing list of special counsel approved by the County Attorney may be considered upon the mutual agreement of the parties. WSS shall have the right to provide input and recommendations to indemnification counsel on any matter relating to the litigation including any proposed settlement. COUNTY agrees to provide WSS with prompt notice of any claim, demand or case of action and will cooperate with WSS as indemnification counsel may reasonably request.

The provisions of this section shall survive the expiration or earlier termination of this Agreement until the expiration of any applicable Statute of Limitations for any such claim, demand, cause of action or proceeding of any kind.

18. **AGENT FOR SERVICE OF PROCESS**

It is expressly understood and agreed that if either GUARANTOR or WSS is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation that does not have an appointed registered agent for service of process, then in any such event GUARANTOR and WSS designate the Secretary of State, State of Florida, their agent for the purpose of service of process in any court action between it and COUNTY arising out of or based upon this Agreement, and the service shall be made as provided

by the laws of the State of Florida for service upon a non-resident, who has designated the Secretary of State as his agent for service. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, GUARANTOR and WSS may be personally served with such process out of this State by certified mailing to GUARANTOR or WSS at the address set forth herein. Any such service out of this State shall constitute valid service upon GUARANTOR or WSS as of the date of mailing. It is further expressly agreed that GUARANTOR and WSS are amenable to and hereby agree to the process so served, submit to the jurisdiction, and waive any and all objections and protest thereto.

19. **LICENSE; PERMITS; TAXES**

A. WSS agrees to, or cause the CARNIVAL LINES to, obtain and keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over the vessels operated for and marketed by CARNIVAL LINES that are subject to the provisions of this Agreement.

B. WSS agrees to, or cause the CARNIVAL LINES to, pay any and all taxes that may be levied on rights or interests granted to them hereunder and on any of their improvements and tangible personal property situated on COUNTY owned land(s) subject to taxation and intangible personal property subject to taxation in Broward County, Florida.

C. The provisions of this Section 19 shall survive termination or expiration of this Agreement.

20. **DEFAULT; REMEDIES**

A. WSS and/or GUARANTOR shall be in default under this Agreement if any of the following events occurs:

- (i) CARNIVAL LINES or WSS neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained, and, if such neglect or failure can be remedied, such neglect or failure continues for a period of sixty (60) days after written notice as provided in Section 10 hereof to GUARANTOR, CARNIVAL LINES or WSS from Port Department to cure such neglect or failure or if such neglect or failure cannot reasonably be cured within said 60-day period but is otherwise capable of being cured through action by GUARANTOR, CARNIVAL LINES or WSS, then if GUARANTOR, CARNIVAL LINES or WSS, as applicable, shall fail to commence curative action within fifteen (15) days after said notice and thereafter diligently prosecute same to completion; or
- (ii) If the estate hereby created shall be taken by execution or by other process of law; or
- (iii) The taking by a court of competent jurisdiction of GUARANTOR or WSS or any of their assets pursuant to proceedings under the provisions of any federal or state reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act; or
- (iv) If any court of competent jurisdiction shall enter a final order with respect to GUARANTOR or WSS, providing for modifications or alteration of the rights of creditors.

B. COUNTY shall be in default under this Agreement if the COUNTY fails to perform or breaches any term, covenant, or condition of this Agreement and such failure is not cured within sixty (60) days after written notice as provided in Section 10 hereof from WSS specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within sixty (60) days but is otherwise capable of being cured through action by COUNTY, the COUNTY shall not be in default if it commences to cure such breach within fifteen (15) days after said notice and thereafter diligently prosecutes such cure to completion.

C. Upon the occurrence of a default under this Agreement not cured within the applicable grace period, the non-defaulting party may pursue all remedies and damages available at law or in equity, including, without limitation, specific performance of this Agreement.

No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default, except where otherwise expressly provided.

21. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other. The Parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits and attachments hereto, and have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this Agreement has been agreed to by

the Parties to express their mutual intent and no rule of strict construction shall be applied against another party hereto.

22. **TIME OF ESSENCE**

It is understood and agreed between the Parties hereto that time is of the essence of this Agreement and shall apply to all terms and conditions contained herein.

23. **CUMULATIVE RIGHTS**

The rights of a party hereunder at law or in equity shall be cumulative and in addition to rights and remedies otherwise provided by the statutes and laws of the State of Florida. Failure on the part of a party hereto to promptly exercise any such available right shall not operate nor be construed to operate as a waiver or forfeiture of any such right.

24. **CAPTIONS AND HEADINGS**

The section and paragraph headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

25. **HUMAN RIGHTS ACT**

Neither WSS nor GUARANTOR shall engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in exercising any of their rights or obligations under this Agreement.

26. **PUBLIC ENTITY CRIMES**

WSS verifies by its execution of this Agreement that neither WSS nor any of the CARNIVAL LINES has been placed on the convicted vendor list maintained by the State of Florida Department of General Services.

27. **RADON**

Pursuant to Florida Statutes, COUNTY hereby advises WSS and GUARANTOR of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

28. **MULTIPLE ORIGINALS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

29. **INSURANCE**

WSS shall cause each of the CARNIVAL LINES to provide at their own expense and keep in continuous force and effect: (i) Protection and Indemnity insurance to include such coverages with a minimum limit of Ten Million Dollars (\$10,000,000) and be placed with such insurers as is customary for luxury cruise ship operators; (ii) with respect to the activities of WSS and CARNIVAL LINES and their employees, contractors, agents, customers and guests in and around the Port, Comprehensive General Liability insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence for personal injuries and property damage liability, including commercial general liability for premises/operations and independent contractors; (iii) Business Automobile Liability in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per occurrence bodily injury and property damage liability for all owned, non-owned and hired autos operating in or out of the Port; and (iv) Worker's Compensation insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for each accident in compliance with Florida Statutes Chapter 440, and including United

States Longshoreman and Harbor Workers Compensation Act coverages, and Maritime Coverages Endorsement, as required by applicable federal and state laws.

The Comprehensive General Liability policy must reflect Broward County as an additional insured and must provide for COUNTY to receive thirty (30) days prior written notice of cancellation and/or restriction. WSS shall provide evidence of the required coverages herein, by presentation of certificates or other evidence of Insurance prior to the execution of this Agreement. WSS shall deliver to COUNTY certificates or other evidence of insurance for renewal of expiring policies prior to expiration date thereof. All insurance specified above other than the Protection and Indemnity Insurance shall be written by companies authorized to do business in the State of Florida.

30. **ENVIRONMENTAL IMPAIRMENT; CONTAINMENT AND REMOVAL**

A. WSS acknowledges and agrees that COUNTY makes no representations or warranties whatsoever as to whether Pollutants (as hereinafter defined) exist on or in the cruise terminal facilities and adjacent dock area(s) in violation of any federal, state or local law, rule or regulation or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. "Pollutants" refer to and include all derivatives or by-products of any one or more of the following terms as defined by applicable local, state or federal laws or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants; or such other pollutants, contaminants, substances, materials and wastes as are or become regulated under applicable local, state or federal laws or regulations. COUNTY shall be responsible for any contamination or Pollutants caused by COUNTY.

B. The discharge of any Pollutants in the Port in violation of any federal, state or local law, rule or regulation or in violation of an order or directive of any federal, state, or local court or entity is prohibited. Any such discharge by WSS or any

of the entities comprising CARNIVAL LINES, their officers, employees, contractors, subcontractors, invitees, or agents, whether committed prior to or subsequent to the date of execution of this Agreement, shall be at WSS and CARNIVAL LINES' expense and, upon demand of COUNTY, immediately contained, removed and abated to the satisfaction of COUNTY and any court or regulatory entity having jurisdiction of the discharge. If WSS does not take action immediately to have such Pollutants contained, removed and abated, COUNTY may undertake the removal of the discharge, however, any such action by COUNTY shall not relieve WSS or any of the entities comprising CARNIVAL LINES of their obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either WSS or COUNTY to contain or remove Pollutants, or to abate a discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its discharge.

C. If COUNTY arranges for the removal of any Pollutants in the Port that were caused by WSS or CARNIVAL LINES, their officers, employees, contractors, subcontractors, invitees, or agents, the costs of such removal incurred by COUNTY shall be paid by WSS to COUNTY immediately upon COUNTY's written demand, with interest as is provided for under COUNTY's rules, regulations and ordinances, including its published Tariff, amendments thereto and reissues thereof.

D. The provisions of this Section 31 shall survive the expiration or termination of this Agreement.

31. **NON-LIABILITY OF INDIVIDUALS**

No commissioner, director, officer, agent or employee of COUNTY shall be charged personally or held contractually liable by or to GUARANTOR, CARNIVAL LINES or WSS under any term or provision of this Agreement or of any supplement,

modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

32. **RELATIONSHIP OF PARTIES / NO THIRD PARTY BENEFICIARIES**

Other than the fact that WSS is acting as the authorized representative of CARNIVAL LINES, nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the Parties hereto. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any acts of the Parties hereto creates a relationship other than the relationship of COUNTY, WSS, GUARANTOR and CARNIVAL LINES.

WSS is an independent contractor under this Agreement. Services provided by WSS shall be subject to the supervision of CARNIVAL LINES. In providing any services, CARNIVAL LINES and WSS or their agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity, other than the rights, duties and obligations conferred upon the Parties under this Agreement. Therefore, the Parties agree that, other than the rights, duties and obligations conferred upon COUNTY, WSS, GUARANTOR and CARNIVAL LINES, there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

33. **EXECUTION AUTHORITY**

The individuals executing this Agreement on behalf of WSS and GUARANTOR personally represent and warrant to COUNTY that they have full authority to execute this Agreement on behalf of GUARANTOR, WSS and CARNIVAL LINES for whom they are acting herein and that, when executed, this Agreement shall be binding and enforceable in accordance with its terms. COUNTY represents and warrants to GUARANTOR, WSS and CARNIVAL LINES that it has statutory authority to enter into and perform the terms of this Agreement, that, when executed, this Agreement shall be binding and enforceable in accordance with its terms and that all approvals required for COUNTY to enter into this Agreement have been obtained.

34. **SUCCESSORS AND ASSIGNS BOUND**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto where permitted by this Agreement.

35. **ENTIRE AGREEMENT; MODIFICATIONS; AMENDMENTS**

It is understood and agreed that this instrument (together with the exhibits attached hereto) contains the entire Agreement between the Parties hereto. It is further understood and agreed by GUARANTOR, WSS and CARNIVAL LINES that COUNTY and COUNTY's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by GUARANTOR, WSS or CARNIVAL LINES against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or parol agreement with COUNTY being

expressly waived by GUARANTOR, WSS and CARNIVAL LINES. COUNTY understands and agrees that GUARANTOR, WSS and CARNIVAL LINES and their agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by COUNTY against any of them for, and they shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with GUARANTOR, WSS AND CARNIVAL LINES being expressly waived by COUNTY. This Agreement may not be changed, modified, discharged or amended except by written instrument duly executed by COUNTY, GUARANTOR and WSS with the same formality and of equal dignity herewith. COUNTY, GUARANTOR, WSS and CARNIVAL LINES agree that no representations or warranties shall be binding upon them unless expressed in writing herein.

36. **EQUALITY OF CONTRACT TERMS**

If, during the term of this Agreement, COUNTY enters into an agreement with another multi-day cruise line or group of lines with activity at the Port, the volume of which is comparable to or less than that of CARNIVAL LINES, and such agreement provides for passenger wharfage charges and/or dockage charges that are lower than those applicable to CARNIVAL LINES, then the parties agree that the wharfage and dockage charges, as applicable, shall be reduced by amending this Agreement to reflect rates that are no higher than those in such other agreement.

37. PORT SECURITY

WSS shall be responsible for CARNIVAL LINES' compliance with federal, state and local laws and regulations, and such laws and regulations as may be imposed from time-to-time by the U.S. Coast Guard, U.S. Customs Service or other federal agencies, and by COUNTY, with respect to passenger security, drug interdiction, and other import and export controls.

38. GUARANTY; GUARANTOR PROVISIONS; CHOICE OF LAW; VENUE
SITUS; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

As an inducement to COUNTY to enter into this Agreement, GUARANTOR makes the guarantees provided for herein. Except as herein provided, GUARANTOR hereby absolutely, irrevocably and unconditionally guarantees (i) the payment of each Annual Guaranteed Payment set forth in Exhibits A and B hereto and (ii) all other obligations to be performed by WSS and/or CARNIVAL LINES hereunder.

Without relieving COUNTY of its obligations under this Agreement or the rights of GUARANTOR to claim as a defense the COUNTY's failure to comply with same, GUARANTOR hereby consents and agrees that its obligations under this Agreement will not be discharged by any act or omission to act of any kind by the COUNTY or any other person or any other circumstances whatsoever (including, but not limited to, any relocation of any of the CARNIVAL LINES, any extension, rearrangement or renewal in respect of this Agreement or other obligation of GUARANTOR, any corporate reorganization, sale, dissolution, merger, acquisition of or by or other alteration of the corporate existence or structure of GUARANTOR or any of the CARNIVAL LINES, discharge of GUARANTOR or any of the CARNIVAL LINES in bankruptcy, the invalidity,

illegality of, or inability to enforce any provision of this Agreement, it being the intention of GUARANTOR that the guarantees under this Agreement be absolute, continuing and unconditional except as expressly provided herein and the guaranty hereunder shall only be discharged by the payment in full of all sums so guaranteed hereunder and the performance of all obligations hereunder.

GUARANTOR hereby irrevocably and unconditionally waives (i) notice of any of the matters referred to in this Agreement and any action by the COUNTY in reliance thereon; (ii) all notices which may be required by statute, rule or law otherwise to preserve any rights against GUARANTOR hereunder, including without limitations, any demand, protest, proof of notice or nonpayment of all sums guaranteed hereunder, or any notice of any failure on the part of WSS or CARNIVAL LINES to perform or comply with any covenant, term or obligation of any agreement of which either of them is a party; (iii) any requirement of diligence; (iv) any and all defenses to payment hereunder, except the defense of payment already made or the defense of COUNTY having failed to comply with its obligations under this Agreement, and agrees to confess without contest liability hereunder for any judgment entered hereon; or (v) presentment, demand, protest, notice of protest and dishonor, notice of intent to accelerate and notice of acceptance.

GUARANTOR hereby agrees that the guarantees under this Agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time payment of any sum hereby guaranteed is rescinded or must be otherwise restored or returned by the COUNTY, upon insolvency, bankruptcy or reorganization of GUARANTOR, or otherwise, all as though such payment has not been made.

COUNTY may enforce GUARANTOR'S obligations hereunder without in any way first pursuing or exhausting any other rights or remedies which the COUNTY may have against WSS, CARNIVAL LINES or any other person, firm or corporation.

It is expressly agreed that the liability of GUARANTOR for the performance of the obligations guaranteed herein shall be primary and not secondary.

The guarantees contained in this Agreement are a continuing guaranty of payment and performance continuing in full force and effect until payment in full of all amounts due and owing under this Agreement and the performance of all obligations required under this Agreement have been made, and shall be binding upon GUARANTOR and its successors and its assigns joint and severally notwithstanding any early termination of this Agreement pursuant to Section 21 hereof.

GUARANTOR acknowledges that it has and will continue to develop a substantial and continuing relationship with COUNTY because of the activity of WSS and CARNIVAL LINES at the Port. Therefore, it is mutually understood and agreed by the GUARANTOR that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, where not preempted by applicable federal laws, rules and regulations and any controversies, legal problems or litigation arising out of this Agreement and any action involving the enforcement or interpretation or any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. GUARANTOR irrevocably submits to the jurisdiction of said court. This provision shall not apply to matters in regard to which jurisdiction is conferred upon by law upon the Federal Maritime Commission. In such

case, either party may choose to bring any such matter upon the Federal Maritime Commission. To encourage prompt and equitable resolution of any litigation that may arise hereunder, GUARANTOR hereby waives any rights it may have to a trial by jury of any such litigation.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 31 day of August, 1999, WSS, signing by and through its President, duly authorized to execute same and CARNIVAL, signing by and through its Vice-Chairman duly authorized to execute same.

COUNTY

ATTEST

R. All
County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

Reviewed and approved by

Mary Meister
Mary Meister
Risk Management Division



BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By Ilene Lieberman
ILENE LIEBERMAN, Chair

31 day of August, 1999

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION County Attorney
Port Everglades Dept. of Broward County
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By Russell J. Morrison
Russell J. Morrison
Assistant County Attorney

PASSENGER CRUISE WHARFAGE AND DOCKAGE AGREEMENT AMONG
BROWARD COUNTY, WORLDWIDE SHORE SERVICES, INC. AND CARNIVAL
CORPORATION

ATTEST:


Corporate Secretary

Daniel S. Grausz
(Print Name of Secretary)

(CORPORATE SEAL)

ATTEST:


Corporate Secretary

Arnaldo Perez
(Print Name of Secretary)

(CORPORATE SEAL)

WSS

WORLDWIDE SHORE SERVICES, INC.

By: 

Peter T. McHugh
(Print Name)

Title: President
(Print)

2 day of August, 1999

Telephone: (206) 281-3535

Telecopier: (206) 284-8332

CARNIVAL CORPORATION
(as Guarantor)

By: 

Howard S. Frank
(Print Name)

Title: Vice-Chairman
(Print)

6th day of August, 1999

Telephone: (305) 599-2600

Telecopier: (305) 406-4700

EXHIBIT A

MINIMUM PASSENGER WHARFAGE GUARANTEES

FISCAL YEAR	GUARANTEED MINIMUM BILLABLE PASSENGERS*
2000	200,000
2001	220,000
2002	242,000
2003	266,200
2004	292,820
2005	322,102
2006	354,312
2007	389,743
2008	428,717
2009	471,589

* WSS is billed every time a ship either enters or leaves the Port. Accordingly, if a cruise both begins and ends in the Port, each passenger on that voyage would represent two billable passengers since the Port bills WSS both when the ship leaves and the ship returns.

EXHIBIT B

MINIMUM DOCKAGE GUARANTEES OF GROSS REGISTERED TONNAGE ("GRT")

FISCAL YEAR	MINIMUM GRT GUARANTEE (MILLIONS)
2000	4.4
2001	4.8
2002	5.3
2003	5.8
2004	6.4
2005	7.0
2006	7.7
2007	8.5
2008	9.3
2009	10.2



U.S. BANK NATIONAL ASSOCIATION
INTERNATIONAL DEPARTMENT,
1420 FIFTH AVENUE, 9TH FLOOR
SEATTLE, WA 98101 U.S.A.
SWIFT:USBKUS44SEA
TELEX:6733211USBW
FAX :206-344-5374

IRREVOCABLE STANDBY LETTER OF CREDIT

JUNE 8, 1999

BENEFICIARY:
BROWARD COUNTY, BOARD OF COUNTY
COMMISSIONERS
1850 ELLER DRIVE
FORT LAUDERDALE, FLORIDA 33315

APPLICANT:
WORLDWIDE SHORE SERVICES, INC.
300 ELLIOTT AVENUE WEST
SEATTLE, WA 98119

LETTER OF CREDIT NUMBER: SLCSEA00218
~~~~~

COPY

EXPIRY DATE: JUNE 8, 2000

AT: OUR COUNTERS PRESENTLY LOCATED AT 1420 FIFTH AVENUE, 9TH  
FLOOR, INTERNATIONAL DEPARTMENT, SEATTLE, WA, 98101 ON OR BEFORE  
4:00 P.M.

AMOUNT: US\$100,000.00

NOT EXCEEDING ONE HUNDRED THOUSAND AND 00/100 U.S. DOLLARS

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE BY  
YOUR DRAFT(S) DRAWN AT SIGHT ON U.S. BANK NATIONAL ASSOCIATION AND  
ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND THE FOLLOWING  
DOCUMENTS:

1. A SIGNED STATEMENT FROM THE PORT DIRECTOR OF BROWARD COUNTY, THAT THE  
AMOUNT OF THE DRAWING REPRESENTS AMOUNTS DUE AND PAID TO BROWARD  
COUNTY ARISING FROM:
  - A) FAILURE OF APPLICANT TO PAY TO BROWARD COUNTY, WHEN DUE, ANY AND ALL  
TARIFF OR OTHER CHARGES THAT HAVE ACCRUED AT PORT EVERGLADES (WHETHER  
RELATING TO THE FURNISHING OF SERVICES OR MATERIALS TO APPLICANT, ITS  
PRINCIPALS, AGENTS, SERVANTS OR EMPLOYEES AT PORT EVERGLADES; OR, DUE TO  
INJURY TO PROPERTY OF PORT EVERGLADES; OR, STEMMING FROM THE USE OF PORT  
EVERGLADES FACILITIES BY APPLICANT, ITS PRINCIPALS, AGENTS, SERVANTS OR  
EMPLOYEES; OR, OTHERWISE; OR
  - B) COSTS, EXPENSES, LOSSES, DAMAGES OR INJURY SUSTAINED BY BROWARD COUNTY  
FROM NON-COMPLIANCE BY APPLICANT, ITS PRINCIPALS, AGENTS, SERVANTS OR  
EMPLOYEES WITH APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF  
THE FEDERAL, STATE AND LOCAL GOVERNMENTAL UNITS OR AGENCIES (INCLUDING  
BUT NOT LIMITED TO THE TERMS AND PROVISIONS OF THE BROWARD COUNTY CODE  
OF ORDINANCES, ADMINISTRATIVE CODE, AND ALL PROCEDURES AND POLICIES OF  
THE PORT EVERGLADES DEPARTMENT), AS AMENDED FROM TIME TO TIME; OR

9487794223



- C) COSTS, EXPENSES, LOSSES, DAMAGES OR INJURY SUSTAINED BY BROWARD COUNTY FROM ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF APPLICANT, ITS PRINCIPALS, AGENTS, SERVANTS OR EMPLOYEES IN PORT EVERGLADES (WHETHER CAUSING INJURY TO PERSONS OR OTHERWISE).

ADDITIONAL CONDITIONS:

1. PARTIAL DRAWINGS ALLOWED.
2. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR AN ADDITIONAL PERIOD OF ONE YEAR FROM THE PRESENT EXPIRATION DATE OR EACH FUTURE EXPIRATION DATE, UNLESS WE HAVE NOTIFIED YOU IN WRITING NOT LESS THAN NINETY (90) DAYS BEFORE SUCH EXPIRATION DATE, THAT WE ELECT NOT TO RENEW THIS LETTER OF CREDIT. ALL WRITTEN NOTIFICATION SHALL BE SENT VIA COURIER.

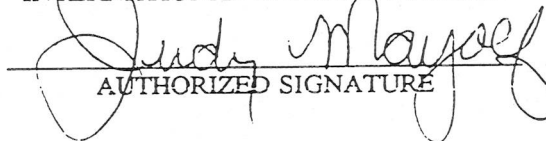
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DRAFTS DRAWN UNDER THIS CREDIT MUST BEAR THE CLAUSE: "DRAWN UNDER U.S. BANK NATIONAL ASSOCIATION IRREVOCABLE STANDBY LETTER OF CREDIT NO. SLCSEA00218"

THIS CREDIT IS SUBJECT TO "THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500 AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHALL ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN AND/OR DOCUMENTS PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US

U.S. BANK NATIONAL ASSOCIATION  
INTERNATIONAL BANKING DIVISION

  
AUTHORIZED SIGNATURE

COPY



## PRODUCER

J&H Marsh & McLennan, Inc.  
1165 Avenue of the Americas  
New York, NY 10035-2774

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

## COMPANIES AFFORDING COVERAGE

## COMPANY

A ZURICH AMERICAN INS. CO.

## INSURED

Worldwide Shore Service Inc.  
DBA Holland America Line  
Westours, Inc.  
300 Elliott Avenue West  
Seattle, WA 98119

Post-it® Fax Note

7671

|           |              |            |                 |
|-----------|--------------|------------|-----------------|
| Date      | 8/24/99      | # of pages | 2               |
| To        | MARY MEISTER | From       | JOHN NY         |
| Co./Dept. |              | Co.        | Port Everglades |
| Phone #   |              | Phone #    | 523-3464        |
| Fax #     | 357-8535     | Fax #      | 525-1910        |

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS NOT REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                             | POLICY NUMBER      | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                    |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A      | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT<br><input checked="" type="checkbox"/> \$500,000 SIR<br><input checked="" type="checkbox"/> Inc. Liquor Liab. | GL083-78-555-02    | 5/01/99                          | 5/01/01                           | GENERAL AGGREGATE \$ 2,000.00<br>PRODUCTS - COMP/OP AGG \$ 2,000.00<br>PERSONAL & ADV INJURY \$ 1,500.00<br>EACH OCCURRENCE \$ 1,500.00<br>FIRE DAMAGE (Any one fire) \$ EXCLUDED<br>MED EXP (Any one person) \$ EXCLUDED |
| A      | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                                              | BAP837857602 (AOS) | 5/01/99                          | 5/01/01                           | COMBINED SINGLE LIMIT \$ 1,000.00<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                               |
|        | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                         |                    |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY:<br>EACH ACCIDENT \$<br>AGGREGATE \$                                                                                                                                   |
|        | EXCESS LIABILITY<br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM                                                                                                                                                                                                                               |                    |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                        |
|        | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY<br>THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL<br>OTHER                                                                                                                                                                        |                    |                                  |                                   | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/><br>EL EACH ACCIDENT \$<br>EL DISEASE - POLICY LIMIT \$<br>EL DISEASE - EA EMPLOYEE \$                                                         |

APPROVED

AUG 24 1999

Mary Meister

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

\*\*\*\*\*IMPORTANT NOTE: THE ABOVE LIMITS ARE EXCESS OF SELF-INSURED RETENTION AMOUNT OF \$500,000 EACH OCCURRENCE\*\*\*\*\*  
Named Insured Includes: Holland America Line - Westours Inc., Evergreen Trails, Inc. dba Gray Line of Seattle, Westours Motor Coaches, Inc. dba Gray Line of Alaska, Westmark Hotels, Inc., Trailway  
(See reverse and/or attached for additional information.)

## CERTIFICATE HOLDER

Broward County Board of County Commissioners, Port Everglades  
Dept./Attn: Jenny Cannestro  
1850 Eller Drive  
Ft. Lauderdale, FL 33316

## CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

J&H MARSH & MCLENNAN, INCORPORATED  
BY: *Alison McCormack*

JHMM1 (2/98)

VALID AS OF 5/13/99

Certificate Holder  
Broward County Board of County  
Commissioners, Port Everglades  
Dept./Attn: Jenny Cannestro  
1850 Eller Drive  
Ft. Lauderdale, FL 33316

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Cont'd.

Tours, Inc., Holland America Line, Inc. Broward County of Commissioners is an Additional Insured under the above policy as respects the lease agreement between Port Everglades and Worldwide Shore Service Inc. DBA Holland America Line - Westours Inc.

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
0217069-00248

PRODUCER

J&H Marsh & McLennan, Inc.  
1166 Avenue of the Americas  
New York, NY 10036-2774

Wesley Henderson

(212) 345-5357

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

## COMPANIES AFFORDING COVERAGE

COMPANY

A ZURICH AMERICAN INS. CO

INSURED

Worldwide Shore Services Inc.  
J&H Holland America Line  
Westours Inc  
300 Elliott Avenue West  
Seattle, WA 98119

Post-it\* Fax Note 7671

|         |                 |            |   |
|---------|-----------------|------------|---|
| Date    | 8/16/99         | # of pages | 1 |
| From    | IRENE COSTA     |            |   |
| Co.     | PORT EVERGLADES |            |   |
| Phone # | 523-3404 x3602  |            |   |
| Fax #   | 525-1910        |            |   |

|           |              |
|-----------|--------------|
| To        | MARY MEISTER |
| Co./Dept. | BR. G.Y.R.M. |
| Phone #   |              |
| Fax #     | 357-8535     |

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CON BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE                                                              | POLICY NUMBER                                                            | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                                                        |
|--------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A      | GENERAL LIABILITY                                                              | GLOB3-79-555-02                                                          | 5/01/99                          | 5/01/01                           | GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>PERSONAL & ADV INJURY \$ 1,500,000<br>EACH OCCURRENCE \$ 1,500,000<br>FIRE DAMAGE (Any one fire) \$ EXCLUDED<br>MED EXP (Any one person) \$ EXCLUDED                                  |
|        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT                           |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
| A      | AUTOMOBILE LIABILITY                                                           | BAP837857602 (FL)                                                        | 5/01/99                          | 5/01/01                           | COMBINED SINGLE LIMIT \$ 1,000,000<br>BODILY INJURY (Per Person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY:<br>EACH ACCIDENT \$<br>AGGREGATE \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$ |
|        | <input checked="" type="checkbox"/> ANY AUTO                                   |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> ALL OWNED AUTOS                                       |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> SCHEDULED AUTOS                                       |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> HIRED AUTOS                                           |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> NON-OWNED AUTOS                                       |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | GARAGE LIABILITY                                                               |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> ANY AUTO                                              |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | EXCESS LIABILITY                                                               |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> UMBRELLA FORM                                         |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | <input type="checkbox"/> OTHER THAN UMBRELLA FORM                              |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |
| A      | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY                                 | AOS-8378433-04                                                           | 5/01/99                          | 5/01/00                           | <input checked="" type="checkbox"/> WE STATUTORY LIMITS<br>EL EACH ACCIDENT \$ 500,000<br>EL DISEASE - POLICY LIMIT \$ 500,000<br>EL DISEASE - EA EMPLOYEE \$ 500,000                                                                                         |
|        | THE PROPRIETOR/<br>PARTNERS/EXECUTIVE<br>OFFICERS ARE                          | <input type="checkbox"/> INCL<br><input checked="" type="checkbox"/> EXC |                                  |                                   |                                                                                                                                                                                                                                                               |
|        | OTHER                                                                          |                                                                          |                                  |                                   |                                                                                                                                                                                                                                                               |

APPROVED

AUG 24 1999

BY:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL RISKS  
Conard Line Ltd. and Carnival Cruise Lines, Inc. are included as Named Insured. Port of Everglades, Department of Broward County is named as an additional insured in respects to the General Liability Coverage as its interest may appear

## CERTIFICATE HOLDER

Port Everglades  
Department of Broward County  
Port Director's Office  
1850 Eller Drive  
Fort Lauderdale FL 33316-4201

## CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

J&H Marsh & McLennan, Inc  
BY:

Alphon A. McCormack

WLDWD

VALID AS OF 8/04/99

**Certificate of Insurance**

to: Port Everglades  
Department of Broward County  
Port Director's Office  
1850 Eller Drive  
Fort Lauderdale, Florida 33316-4201

Date August 23, 1999

Risk No. 02-0204-99/02-0207-99

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This Certificate does not amend, extend or alter the coverage afforded by the policies described herein.

Assured CUNARD LINE LIMITED, and Worldwide Shore Services, Inc. is included under the  
Affiliated and Associated Companies Rule

Loss Payee Assured, or order

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

Covering Protection and Indemnity Risks

Name of Property Vessels as attached

1 of Insurance From: August 1, 1999 - Noon, Greenwich Mean Time  
To: February 20, 2000 - Noon, Greenwich Mean Time

Insured Amount Limit of Liability at least \$10,000,000 as per Club Rules

| Insured With                                                                             | Participation          |
|------------------------------------------------------------------------------------------|------------------------|
| <u>Vessels 1-5</u>                                                                       |                        |
| The Steamship Mutual Underwriting Association<br>(Bermuda) Limited                       | 32.5%                  |
| The Standard Steamship Owner's Protection<br>and Indemnity Association (Bermuda) Limited | 36.0%                  |
| The United Kingdom Mutual Steamship<br>Assurance Association (Bermuda) Limited           | <u>31.5%</u><br>100.0% |
| <u>Vessels 6-8</u>                                                                       |                        |
| The Steamship Mutual Underwriting Association<br>(Bermuda) Limited                       | 100.0%                 |

Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail x days' written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no on or liability of any kind upon the insurer affording coverage, its agents or representatives.

**APPROVED**  
AUG 23 1999  
BY: *[Signature]*

Marsh USA Inc.  
By *[Signature]* Date *August 23, 1999*

Marsh USA Inc.

**SCHEDULE OF VESSELS**

1. M.S. WESTERDAM
2. M.S. NIEUW AMSTERDAM
3. M.S. NOORDAM
4. M.S. STATENDAM
5. M.S. MAASDAM
6. M.S. RYNDAM
7. M.S. VEENDAM
8. M.S. ROTTERDAM

## Certificate of Insurance

to: Port Everglades  
Department of Broward County  
Port Director's Office  
1850 Eller Drive  
Fort Lauderdale, Florida 33316-4201

Date August 23, 1999

Risk No. 02-0205-99

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This Certificate does not amend, extend or alter the coverage afforded by the policies described herein.

Assured Costa Crociere S.p.A. as Owners and Time Charterers  
Prestige Cruises N.V. as Disponent Owners, and Worldwide Shore Services, Inc. is included in the Affiliated and Associated Companies Rule 11

Loss Payee Assured, or order

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

Covering Protection and Indemnity Risks

1 of Property Vessels as attached

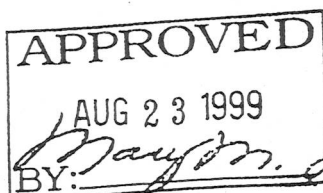
Period of Insurance From: August 1, 1999 - Noon, Greenwich Mean Time  
To: February 20, 2000 - Noon, Greenwich Mean Time

Insured Amount Limit of Liability at least \$10,000,000 as per Club Rules

| Insured With                                                                          | Participation |
|---------------------------------------------------------------------------------------|---------------|
| The United Kingdom Mutual Steamship Assurance Association (Bermuda) Limited           | 31.5%         |
| The Standard Steamship Owner's Protection and Indemnity Association (Bermuda) Limited | 36.0%         |
| The Steamship Mutual Underwriting Association (Bermuda) Limited                       | 32.5%         |
|                                                                                       | 100.0%        |

Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail   x   days' written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives.

TC-467



Marsh USA Inc.

By: [Signature] Date: August 23/99

SCHEDULE OF VESSELS

1. COSTA ALLEGRA
2. COSTA ROMANTICA
3. COSTA CLASSICA
4. COSTA MARINA
5. MERMOZ
6. COSTA RIVIERA
7. COSTA VICTORIA